



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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July 17, 2003

IN REPLY PLEASE

REFER TO FILE: **AS-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MAINTENANCE AND INSPECTION OF HYDROELECTRIC FACILITY
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that this service is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contract for "Maintenance and Inspection of Hydroelectric Facility" to Thomason Mechanical Corporation, located in Vernon, California. This contract will be for a period of one year commencing upon Board approval, with two 1-year renewal options not to exceed a total of three years.
3. Delegate authority to the Director of Public Works to execute the contract and to renew the contract for each one-year option, if, in the opinion of the Director, renewal is warranted, or, if necessary, to terminate the contract.
4. Authorize the contractor to proceed with the work in accordance with the specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber an annual amount not to exceed \$117,480, plus 15 percent for additional, extraordinary, or as-needed services within the contemplated scope of this contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1993, this work has been accomplished under contract. The contract specifications require the contractor to inspect and maintain Public Works' hydroelectric facility located at 9700 North San Gabriel Canyon Road in Azusa, California, as well as provide as-needed troubleshooting services and/or repairs to the hydroelectric facility or other District-owned or operated hydroelectric facilities.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. This contract will improve internal operations through the utilization of this contractor's expertise to effectively provide this service in a timely and responsive manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed \$117,480, plus 15 percent for additional, extraordinary, or as-needed services within the contemplated scope of this contract. This one-year contract will commence upon Board approval. With the Board's delegated authority, the Director may renew this contract from year to year for a total contract period not to exceed three years. In any event, this contract may be canceled or terminated at any time by the District, without cause, upon giving of at least 30 days' written notice to the contractor.

Funds for the first year of this contract are available in Public Works' 2003-04 budget. Funds to finance the contract's renewal years will be made available through Public Works' annual budget process. There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract which will be substantially reflected in Enclosure A, the contractor will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for non-Proposition A services, the services are required on a part-time and intermittent basis.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

ENVIRONMENTAL DOCUMENTATION

With respect to requirements of the CEQA, these inspection and maintenance services are categorically exempt as specified in Class 1(e) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On March 19, 2003, Public Works solicited proposals from 72 independent contractors and community business organizations to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On April 16, 2003, two proposals were received. These proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). One of the proposals was eliminated from further consideration as nonresponsive for not meeting the insurance requirement. The remaining proposal, having met the requirements, was then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP, including proposer's pricing, work plan, references, and experience. Based on this evaluation, Public Works is recommending that a contract be awarded to Thomason Mechanical Corporation, located in Vernon, California, which was found to be the most responsive and responsible proposer.

Enclosure C reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-ordered contract terms regarding current and new notification of Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, nonpayment for services rendered after expiration or termination of the contract, and the Safely Surrendered Baby Law.

The Honorable Board of Supervisors
July 17, 2003
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Proof of required Comprehensive General and Automobile Liability insurance policies, naming the Los Angeles County Flood Control District and the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as these part-time and intermittent services have been contracted since 1993.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 2003, by and between the COUNTY OF LOS ANGELES, acting as the governing body of the Los Angeles County Flood Control District, hereinafter referred to as "COUNTY," and THOMASON MECHANICAL CORPORATION, hereinafter referred to as "CONTRACTOR."

WITNESSETH

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the April 16, 2003, hereby agrees to provide mechanical maintenance and inspection of the hydroelectric facility at the San Gabriel Dam, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Maintenance and Inspection of Hydroelectric Facility."

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of the Contracts, all attached hereto; the Addendum to Request for Proposals; and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an annual amount not to exceed \$117,480 or such greater sum as the Board may approve, together known as the Maximum Contract Sum.

FOURTH: In the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

SIXTH: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in the Attachments of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SEVENTH: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

EIGHTH: The Contractor understands and agrees that only the designated Public Works Project Manager is authorized to request or order work under this Contract. This Contractor acknowledges that the designated Project Manager is not authorized to request or order any work that would result in the Contractor earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: Notwithstanding Part II, Section 1 (General Definitions and Terms) of the RFP, the term "County," as used in the RFP, means the Los Angeles County Flood Control District, except where used as part of a proper name of an organization, or subdivision of Los Angeles County government.

TENTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the Los Angeles County Flood Control District has, by order of its governing body, the Los Angeles County Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES, ACTING
AS THE GOVERNING BODY OF THE
LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

THOMASON MECHANICAL
CORPORATION

By _____
Its President

By _____
Its Secretary

MAINTENANCE AND INSPECTION OF HYDROELECTRIC FACILITY

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* The appropriate Affidavit shall be submitted with Proposal.

** Section and Attachments to be submitted with Proposal.

PART I
SPECIFICATIONS AND CONDITIONS FOR
MAINTENANCE AND INSPECTION OF
HYDROELECTRIC FACILITY

SECTION 1

WORK REQUIRED/PROPOSAL SUBMISSION

A. Work Required

Proposers are requested to provide a Proposal for services in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

The work to be accomplished under these specifications is the maintenance and inspection of Public Works' hydroelectric facility located at 9700 North San Gabriel Canyon Road, Azusa, California. All Proposers responding to this Request for Proposals(RFP) must have a minimum of five years' experience in providing these types of services and a valid C-10 State Contractor's license.

B. Proposal Format and Contents

1. Format Requirements

Proposals shall be submitted in the sequence, with the content, and according to the format stated below. Failure to provide the required information or comply with these guidelines may be a basis for rejection of the Proposal. Include the following in the order stated:

- a. Title page which indicates the Proposer's name, project title, and date of submission.
- b. Comprehensive Table of Contents for material included in the Proposal.
- c. Introductory letter (optional).
- d. A comprehensive description of the Proposer's capabilities, as listed below, in sufficient detail and scope to provide for a meaningful evaluation, comparison, and assessment.
 - Background and experience

- Principals (include resumes if available)
- Key staff (include resumes if available)
- e. Work Plan which describes the staffing plan, equipment, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Section 2, Scope of Work.
- f. If subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules. Subcontractors, if any, shall be subject to all requirements set forth in the Request for Proposals.
- g. Submit copies of the Proposer's licenses and certifications required to perform the work, if any.
- h. Submit proof of current insurance coverage that meets the RFP requirements or a statement acknowledging that the required insurance coverage will be provided prior to commencing work under the contract.
- i. Additional data and material not specifically requested for evaluation, but which the Proposer feels is essential, must appear in the last section. If there is no additional data the Proposer wishes to present, this section will consist of the statement: "There is no additional data we wish to present."
- j. Forms List

Complete and submit the following forms, which are included in the RFP package:

- Schedule of Prices (Part I, Section 6);
- Business Affidavit;
- Bidder's Proposal;
- Contractor's Industrial Safety Record;
- List of Subcontractors;
- Equal Employment Opportunity (EEO);
- Conflict of Interest Certification;
- Child Support Compliance Program Certification;
- Proposer's Reference List;
- Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form;
- GAIN/GROW Employment Commitment; and
- Jury Service Program Application for Exception and Certification.

C. Proposal Submission

1. Proposals shall be submitted with four complete copies (one original and three copies) of the Proposal and any accompanying documents. Proposals received after the closing date and time will be rejected by Public Works as nonresponsive.
2. Submit Proposals to the County of Los Angeles Department of Public Works' Lobby Cashier, 900 South Fremont Avenue, Alhambra, California 91803, in a package which clearly identifies this Request for Proposals and the name of the Proposer. Proposals will be officially received by Public Works only when accepted and time stamped by the Lobby Cashier. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Lobby Cashier. Proposals not delivered to the Lobby Cashier may be delayed in being officially time stamped by the Lobby Cashier and may miss the Proposal submission deadline. While Proposals received at Public Works' Mail Center through the United States Postal Service will be forwarded to the Lobby Cashier as quickly as possible, the Mail Center will not time stamp proposals. Public Works will not be responsible for any delays or missed deadlines for proposals that are not delivered directly to the Lobby Cashier.

D. GAIN/GROW PROGRAM

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. (See forms list, above.)

E. Child Support Compliance Program

Proposers must certify in accordance with the provisions of Section 2.200.060 of the County Code that: (1) the Principal Owner Information Form (attached) has been appropriately completed and provided to the Child Support Services Department with respect to the Proposer's Principal Owners; (2) the Proposer has fully complied with all applicable State

and Federal reporting requirements relating to employment reporting for its employees; and (3) the Proposer has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and continues to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (see forms list, above). Failure by the Proposer to provide the Principal Owner Information Form to the Child Support Services Department will be grounds for a finding by the County that the Proposal is nonresponsive.

F. Jury Service Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program," Los Angeles County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in Part II, Section 3.V. The Jury Service Program applies to both contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.
2. The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project.
3. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the

contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have: 1) ten or fewer employees; and, 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract is less than \$500,000; and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4. If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Certification Form and Application for Exception (See forms list, above) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

G. Local Small Business Enterprise Preference Program

In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. Proposers who wish to be considered for this preference should do so using the attachment entitled Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form. (See forms list, above.) A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of

Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

H. Vendor Registration

Proposers must register on line with the County's Web-based vendor registration system to facilitate the contract award process. Registration is accessible through the "Doing Business with Us" link on the County's Internet Home Page at www.lacounty.info.

SECTION 2

SCOPE OF WORK

A. 1. Proposers' Conference

Prior to submission of Proposal, all Proposers are required to attend a Proposers' Conference to be held at Longden Yard, 160 East Longden Avenue, Irwindale, California 91803, on Tuesday, April 1, 2003, at 10 a.m. **ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE.** Proposals received from proposers not signed in as attending this Conference will be rejected as nonresponsive. Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals' requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum(s) to all who attended the conference.

As part of the above Conference, all proposers will be escorted to the jobsite for a physical inspection.

No later than Thursday, March 26, 2003, each proposer shall fax a list with the names of their personnel planning to attend the Proposers' Conference to Bill Gomez at (626) 458-4194. **If mailed, the notice should be postmarked not later than Friday, March 21, 2003**, and addressed to:

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Bill Gomez
900 South Fremont Avenue
Alhambra, CA 91803

B. Proposal Requirements and Conditions

Proposers are requested to review Part II, Section 2 - General Proposal Requirements and Conditions as well as the County's "Policy on Doing Business with Small Business" and the County's "Vision" statement (both attached).

C. Public Works' Contract Contact

The Contractor's contact with Public Works regarding this Contract will be Yvonne M. Taylor at (626) 458-6191, FAX (626) 458-5309 , e-mail address: YTAYLOR@ladpw.org

D. Work Location

The facility is located at 9700 North San Gabriel Canyon Road, Azusa, California.

E. Duration of Contract

This Contract's performance period will commence upon Board approval and continue for a period of one year. At the discretion of Public Works, the Contract may be extended in increments of one year, not to exceed a total contract period of three years. Public Works, acting through the Director, will give a written notice of intent to extend the term at least 30 days prior to the end of each term. This Contract, may be canceled or terminated at any time by the County without cause, upon the giving of at least 30 days' written notice to the Contractor.

F. Work Description

1. General Statement

- a. Work to be accomplished consists of the inspection and maintenance of Public Works' hydroelectric facility located at 9700 North Gabriel Canyon Road, Azusa, California (see Exhibit A, Maps and Diagrams, 3 pages). In addition to the maintenance and inspection, the Contractor may be called upon to perform as-needed trouble shooting services and/or repairs to the hydroelectric facility or other Department's hydroelectric facilities. The work shall conform to the requirements set forth in the Scope of Work.
- b. Public Works will establish a start date and issue a Notice to Proceed (NTP). The Contractor will be given 12 working days to complete the mechanical work and 5 working days to complete the electrical work.
- c. The inspection and appraisal testing of the electrical equipment (Task 2) will be an optional item and if elected by Public Works will commence September 11, 2003.

2. Task 1

- a. Contractor's Responsibilities for Mechanical Maintenance of Unit 1 (Silo Unit) and Unit 2 (In-Line Unit)

The Contractor shall be responsible for the lockout and tagout procedures that shall be coordinated

with Public Works prior to the Contractor performing the following:

b. Crane - Unit 1 (Silo Unit)

The Contractor shall be responsible for the removal and replacement of the silo cover, runner, and draft tube. The silo cover is to be replaced at the end of each working day. The Contractor shall seal the silo cover during periods of inclement weather and upon completion of all work.

- (1) The Contractor shall provide a hydraulic crane and all rigging necessary to perform the work indicated below. Attached as Exhibit B, Various Part Weights, is a table of the approximate weights of various components associated with the Silo Unit.
- (2) The hydraulic crane shall have a capacity of not less than 30 tons with at least 90 feet of boom.
- (3) The Contractor shall be responsible for providing qualified personnel for operating the crane.
- (4) The Contractor shall provide two-way radio equipment for communication.
- (5) The Contractor shall provide all necessary cribbing required for the crane and the silo cover.
- (6) The Contractor shall provide all rigging necessary to assist the crane down to the Silo Unit.
- (7) The Contractor shall be responsible for driving the crane down to the Silo Unit and driving the crane out after all work has been completed.
- (8) Public Works will provide an equipment operator and equipment of sufficient size to assist with the delivery and removal of Contractor's crane down to the Silo Unit Area.

b. Crane - Unit 2 (In-Line Unit)

The Contractor may use its own crane or may use Public Works' existing stiff leg crane. If the Contractor provides its own crane, Contractor shall

be specified in the Work Plan. If the Contractor chooses to use Public Works' crane, it shall operate under the following conditions:

- (1) Public Works will provide a crane operator, on an as needed basis, who is familiar with the operation of the existing stiff-leg crane.
- (2) Public Works' crane operator will only be available Monday through Friday during the hours of 8 a.m. to 3:30 p.m.
- (3) If Public Works' crane operator is needed, the Contractor shall request for an operator and provide a minimum of 24-hour notification. Any work required by Public Works' crane operator outside of the above mentioned time frame, will require prior approval by Public Works.

c. Lubricants (Unit 1 and Unit 2)

- (1) The Contractor shall provide all lubricants to perform the work indicated below. The lubricant manufacturer and the approximate quantities necessary are indicated on Exhibit C, Lubricants and Capacities.
- (2) Any lubricants not used by the Contractor shall become the property of Public Works.
- (3) The Contractor shall provide sufficient empty 55 gallon drums in good condition to perform the work.
- (4) The Contractor shall only place waste oil generated as a result of performing the work in the waste containers.
- (5) The Contractor shall clearly mark the waste containers and indicate the contents of the containers.

d. Turbine (Unit 1 and Unit 2)

(1) Turbine

The Contractor shall disassemble the turbine, record the "as found" front and back clearances, clean and reassemble the turbine, and record the "as left" front and back clearances for the runner to wear ring

clearance, runner run out, and turbine (generator) thrust.

(2) Runner

The Contractor shall remove the runner, perform a die penetrant check for cracks or signs of cavitation and cleanup and reinstall the runner. Any welding on the runner or general area shall be TIG welded with reverse polarization, grounded as close to the area to be welded as possible, and be performed by a certified welder.

(3) Wicket Gate

The Contractor shall check the wicket gate timing, perform a blue check for contact and retime wicket gates, and record the "as found" and "as left" contact areas.

(4) Shaft Sealing Box

The Contractor shall remove the shaft sealing box, clean, inspect for damage, record measurements, and reinstall.

(5) Draft Tube

(a) Unit 1:

The Contractor shall remove the draft tube, inspect for debris and signs of cavitation, and reinstall the draft tube.

(b) Unit 2:

(i) The Contractor shall remove the draft tube and blind flange the downstream flange. The Contractor shall notify Public Works' representative a minimum of 24-hours prior to the removal of the draft tube.

(ii) The Contractor shall inspect the draft tube for debris and signs of cavitation.

(iii) The Contractor shall remove the blind flange from the downstream flange and reinstall the draft tube. The Contractor shall notify Public

Works' representative a minimum of 24-hours prior to the removal of the blind flange.

(6) Spiral Case

The Contractor shall inspect the spiral case for debris and signs of cavitation.

(7) Other Items

(a) The Contractor shall align the generator shaft to the turbine and record the "as found" and "as left" measurements.

(b) The Contractor shall remove any rust noted during the inspections and touch up with Department supplied paint.

e. Generator (Unit 1 and Unit 2)

(1) The Contractor shall remove the inspection plates and check for seal leakage.

(2) The Contractor shall check for signs of oil leakage on the front and rear bearings. Any signs of leakage are to be cleaned and noted.

(3) The Contractor shall check the condition and fastening of all connections.

(4) The Contractor shall measure the insulation resistance on the machine and the exciter windings. Additionally, the Contractor shall determine and record the Polarization Index.

(5) The Contractor shall inspect the generator and exciter for dirt and clean as required.

(a) The Contractor shall vacuum dust from all accessible interior parts, including windings.

(b) The Contractor shall wipe the windings with clean, dry, nonfraying and nonfluffing, lint free cloths to remove surface dirt.

(c) The Contractor shall wipe the windings with clean, dry, nonfraying and nonfluffing, lint free cloths to remove surface dirt.

- (6) The Contractor shall rewire the windings with clean, dry, nonfraying, nonfluffing, lint free cloths moistened with a safety solvent. Solvent that was previously approved and utilized was "Arrow #6300M, Fast Drying Safety Solvent," available from Chem Arrow Corp., Irwindale, California.
- (7) The Contractor shall measure and record the bearing insulation resistance.
- (8) The Contractor shall tighten the foundation bolts and check locking elements as per the manufacturer's specifications.
- (9) The Contractor shall remove the duplex strainer, disassemble, clean, reassemble, and reinstall the duplex strainer.
- (10) The Contractor shall disassemble, clean, inspect, check for roundness, and reinstall the bearing slinger rings.
- (11) The Contractor shall remove RTD probes prior to inspection of the bearings and reinstall them after all work on the bearings has been completed, including the disconnecting and reconnecting the RTD probes leads.
- (12) The Contractor shall replace the bearing oil with the lubricant indicated in Exhibit C.
- (13) The Contractor shall vacuum any accumulated dirt around the generator.
- (14) The Contractor shall service the oil/water heat exchanger and pressure test the water side of the heat exchanger at 60 psi for two hours upon completion of all work.
- (15) The Contractor shall clean and inspect the sliding faces of the sleeve bearing components.
- (16) The Contractor shall clean, inspect, measure and record the diametric clearances and contact for both radial bearings and the thrust bearing.
- (17) The Contractor shall check the air gap, pole connection, and corona effect.

- (18) The Contractor shall perform a vibration signature test after all work has been completed.
- (19) The Contractor shall clean up the immediate work area, and properly dispose of any waste material generated in completing the above described work.
- (20) The Contractor is responsible for the disposal of any hazardous material generated as a result of performing the above described work.

f. Turbine shut-off Valve (TSV-1 and TSV-2)

- (1) The Contractor shall install an additional temporary safety device to ensure that TSV-1 and TSV-2 can not accidentally close.
- (2) The Contractor shall provide the necessary test equipment and personnel to abide by Cal/OSHA requirements regarding confined space entry.
- (3) The Contractor shall verify with Public Works' Dam Operator that the appropriate penstock has been drained and the appropriate locking devices have been installed.
- (4) The Contractor shall remove the bolts on the access hatch.
- (5) The Contractor shall remove the fish screen located in Penstock No. 2 upstream of TSV-1 and the fish screen located in Penstock No. 1 upstream of TSV-2.
- (6) The Contractor shall provide the necessary video equipment, video tape, and lighting to record the inspection.
- (7) The Contractor shall record on video tape the inspection of TSV-1 and TSV-2, which shall include as a minimum the rubber seal, steel seating ring, condition of the protective coating, and the locking devices on the retaining segments for signs of damage, deterioration, or cavitation.
- (8) Upon receiving approval from Public Works' representative, the Contractor shall reinstall the fish screen.

- (9) The Contractor shall manufacture a new gasket for the access hatch and reinstall the bolts for the hatch. The bolts shall be torqued according to industry standards.
- (10) Upon completion of all the work associated with the TSV-1 and TSV-2, the video tape(s) shall become the property of Public Works.

g. Hydraulic Power Control Unit (HPCU-1 and HPCU-2)

- (1) The Contractor shall replace the hydraulic oil with the appropriate lubricant indicated in Exhibit C.
- (2) The Contractor shall utilize a transfer pump with new filters of the proper type and size to transfer the lubricant from a new 55-gallon drum to the HPCU.
- (3) The Contractor shall inspect both pressure filters and replace if necessary.
- (4) The Contractor shall inspect both suction strainers and replace if necessary.
- (5) The Contractor shall inspect the return filter and replace if necessary.
- (6) The Contractor shall clean the surface of the HPCU after all work has been completed.

h. Maintenance and Inspection Report

Upon completion of the work, the Contractor shall supply Public Works with a type written summary status report of the maintenance and inspection work performed. The report shall state as a minimum the following:

- (1) An executive summary that shall prioritize and review all major discrepancies.
- (2) The "as found" and "as left" measurements for the following various turbine components:
 - (a) Front and back runner to wear ring clearance.
 - (b) Runner run out.
 - (c) Turbine (generator) thrust.

- (d) Wicket Gate contact area.
- (e) Shaft sealing box clearance.
- (f) Generator shaft alignment to the turbine.
- (3) The "as found" and "as left" measurements for the generator Polarization Index and Air Gap.
- (4) The results of the following:
 - (a) Oil/Water heat exchanger pressure test.
 - (b) Diametric clearance measurements and contact for both radial bearings and thrust bearings.
 - (c) Vibration signature test.
- (5) Video tape of the Turbine Shut-Off Valve inspection.
- (6) Report any recommendations for future inspections and repairs of the turbine, generator, turbine shut-off valve, and hydraulic power control unit.
- i. Department Responsibilities for Unit 1 (Silo Unit) and Unit 2 (In-Line Unit)
 - (1) Upon Contractor's request, Public Works will provide an electrician(s), on an as-needed basis, who is familiar with the facility.
 - (2) Public Works' electrician(s) will only be available Monday through Friday, 9 a.m. to 2 p.m.
 - (3) If Public Works' electrician(s) is needed, Public Works requires 24-hour notification. Any work required by Public Works' electrician(s) outside of the above mentioned time frame, will require prior approval by Public Works.
 - (4) Public Works will provide the Contractor with paint for the purpose of touch-up painting.
 - (5) Public Works will dispose of the used lubricants generated as a result of performing the above-mentioned work after they have been placed in properly labeled containers and all work has been completed.

j. Vibration Test

Due to the lack of water or other circumstance the Contractor may not be able to perform the required vibration signature test as specified. Public Works will release funds as if the job is complete though the vibration signature test has not been performed. However, the Contractor shall be required to return to the site and perform the vibration signature test when adequate water is available to operate the units or the circumstance preventing the testing has been resolved at no additional cost to Public Works. If the vibration signature test is not acceptable, the Contractor shall correct the problem and perform a vibration signature test after all work has been completed at no additional charge to Public Works.

3. Task 2 Option

Public Works reserves the right to implement Task 2 as an Optional Task upon reasonable notice. Should Public Works elect this option, it will issue a written NTP for Task 2.

a. Contractor's Responsibilities for Electrical Maintenance of Unit 1 (Silo Unit and Unit 2 (In-Line Unit

The Contractor shall be responsible for the lockout and tagout procedures that shall be coordinated with Public Works prior to the Contractor performing the following:

(1) Load Break Interrupter Switches:

- (a) Each load break interrupter switch shall be serviced and inspected for proper contact alignment, blade wipe, blade pressure, and blade hinge spring tension.
- (a) Each vacuum bottle shall be tested for voltage breakdown across the electrodes using an A.C., 60Hz high-potential tester, and adjust to factory specifications.
- (b) Each interrupter switch shall be cleaned and vacuumed and all moveable devices shall be re-lubricated in accordance with the manufacturer's specifications.

- (c) All fuses shall be removed and the fuse ferrules and fuse clips shall be checked for signs of damage or overheating.
- (d) Primary contact resistance of each phase shall be measured with a low resistance tester and the data shall be recorded.
- (e) After cleaning and lubricating, each interrupter switch shall be given a phase-to-phase and phase-to-ground insulation resistance test using an insulation resistance tester of appropriate voltage.

(2) Medium Voltage Switchgear:

- (a) All switchgear cubicles and circuit breaker compartments shall be cleaned and inspected for evidence of damaged or defective devices, such as loose insulators, supports, and other components.
- (b) All compartment space heaters shall be inspected for proper operation.
- (c) All over current protective device compartment function positions shall be checked for proper operation.
- (d) All busses and bus joints shall be inspected for evidence of overheating, electrical tracking or weakening of the insulation supports wherever possible (switchgear circuits de-energized).
- (e) All compartment panel door latches shall be inspected, and lubricated as required.
- (f) All switch mechanisms shall be cleaned, inspected, and lubricated as per factory specifications or recommendations.
- (g) All potential transformers, control power transformers, and related compartments shall be cleaned and inspected. All PT and CPT fuse clips and fuse ferrules shall be inspected and cleaned.
- (h) All ground conductors and connections shall be inspected, cleaned and tightened to ensure their adequacy.

- (i) All stress cones and cable terminations shall be inspected for tracking, deterioration, or other signs of failure.
- (3) Medium Voltage Vacuum Circuit Breakers:
 - (a) All circuit breakers shall be removed from their cubicles, cleaned, inspected for damage or worn components, lubricated, and adjusted per manufacturer's specifications. All springs, cams, latches, bearings, and other mechanical parts shall be inspected for excessive wear, damage, and proper adjustment.
 - (b) Each vacuum bottle shall be tested for voltage breakdown across the electrodes using an A.C., 60HZ high-potential tester.
 - (c) All phase barriers shall be cleaned and inspected for cracks, tracking, or other defects.
 - (d) All secondary disconnects, auxiliary relays, and interlocks shall be inspected for proper operation.
 - (e) After cleaning, a phase-to-phase and phase-to-ground insulation resistance test shall be performed and the data shall be recorded.
 - (f) Each circuit breaker shall be checked for proper mechanical and electrical operation.
 - (g) All circuit breaker elevating mechanisms shall be cleaned, inspected, and lubricated.
 - (h) After the circuit breakers have been serviced, and tested, they shall be given an operational/functional trip verification test by rotating the disc element or closing the contacts of each circuit protective relay in order to trip each circuit breaker.

(4) Circuit Protective Relays:

All protective relays shall be cleaned, inspected, adjusted, serviced, and tested in accordance with the manufacturer's specifications. In addition, the following tests and checks shall be performed by the Contractor on each protective relay:

- (a) All relays shall be checked for metal chips and dirt particles lodged between the induction disc and operating magnets.
- (b) All relay induction discs shall be checked for proper alignment and end play in the upper and lower bearings.
- (c) All relay instantaneous and seal-in units shall be checked for proper contact alignment, and for satisfactory operation of the indicating flags.
- (d) All stationary contacts of the indication discs shall be checked for proper position in relation to the zero time dial setting.
- (e) All relay internal wiring connections, and the relay case external connections shall be checked for proper tightness or other discrepancies.
- (f) All relay contacts shall be inspected for excessive pitting, burning, or discrepancies.
- (g) All relay contacts shall be checked for proper circuit continuity.
- (h) The minimum pick-up or operating point of each relay shall be checked and adjusted as required.
- (i) Each circuit protective relay shall be checked and adjusted to correspond to the manufacturer's operating time/current curves at two and three times the relay current setting.
- (j) All seal-in instantaneous units shall be tested for proper electrical operation and calibration.

- (k) All RTD relays, safety devices and sensors shall be checked for proper operation and settings. Each shall have a field data sheet showing the initial (as found) and final (as left) adjustments necessary to conform to the manufacturer's settings.

(5) Meter and Instrumentation

- (a) Each indicating meter shall be tested by applying voltage and/or current to the meter circuit. Using a standard test instrument, indicating meters shall be checked for calibration at five cardinal points across the meter scale.
- (b) All voltmeter and ammeter switches shall be checked for proper operation.
- (c) All voltage transformers, control power transformers, and related compartments shall be cleaned and inspected. All PT and CPT fuse clips and fuse ferrules shall be inspected and cleaned.

(6) Battery Bank and Equipment

The Contractor shall test and inspect the 125V battery bank and equipment as follows:

- (a) Inspect for physical damage and evidence of corrosion and clean the surface of the system.
- (b) Check intercell bus link integrity and verify tightness of bolted connections and/or cable connections.
- (c) Measure intercell connection resistance.
- (d) Verify proper battery support racks, mounting, anchorage, clearance, and the presence of flame arresters.
- (e) Measure system charging voltage and each individual cell voltage with charge energized and in float mode of operation.
- (f) Perform a capacity load test in accordance with manufacturer's specifications.

(7) Liquid filled Transformers:

- (a) Visually inspect the transformer for damaged insulators, damaged bushings, or indications of overheating at the low voltage and high voltage cable terminations.
- (b) Inspect the transformer pressure relief device, tap changer, liquid level indicator, and cooling tubes for leaks or other discrepancies.
- (c) Remove an insulating liquid sample from each transformer and perform the following test:
 - (1) Dielectric Breakdown Voltage: ASTM D-877 or D-1816
 - (2) Dissolved Gas Analysis (DGA): ASTM D-3616
 - (3) Acid Neutralization Number: ASTM D-974
 - (4) Interfacial Tension: ASTM D-971
 - (5) Color: ASTM D-1500
 - (6) Parts per Million Water: ASTM D-1533B
- (d) Verify correct operation of auxiliary devices such as cooling fans, temperature alarms, etc.
- (e) Perform insulation-resistance tests, winding-to-winding, and windings-to-ground.
- (f) Perform a turns-ratio test between windings at designated tap position.
- (g) Check torque settings on the landing lugs.
- (h) Clean the transformer surface.
- (i) Test transformer temperature gauge and alarm circuit.

(8) 5KV Cable Testing

- (a) Inspect exposed cable sections for physical damage.
- (b) Inspect all accessible shield groundings, cable supports, and terminations.
- (c) Inspect for proper fireproofing in common cable areas, where possible.
- (d) Test the cable shields for continuity.
- (e) Disconnect 5KV cable connections.
- (f) Perform D.C. Hypotential Test:
 - (1) Each conductor shall be individually tested with all other conductors grounded. All shields shall be grounded.
 - (2) The D.C. Hypotential shall be applied in at least eight equal increments until the maximum test voltage of 19KV is reached. D.C. leakage current shall be recorded at each step after a constant stabilization time consistent with system charging current decay.
 - (3) A graphic plot shall be made of leakage current (X axis) versus voltage (Y axis) at each increment.
 - (4) The test conductor shall be raised to a maximum test voltage and held for a total of ten minutes. Readings of leakage current (Y axis) versus time (X axis) shall be recorded and plotted on 30 second intervals for the first two minutes and every minute thereafter.
 - (5) The applied conductor test potential shall be reduced to zero and grounds applied for a period adequate to drain all insulation stored potential.
- (g) Reterminate 5KV cables and wrap connections with high voltage tape.

- (h) The Contractor shall be responsible for all switching and re-energizing of the equipment after all work has been completed which shall be coordinated with Public Works.

(9) Replacement of Air Filters

- (a) Remove and replace all existing air filters that affect air circulation for the switchgear house and bus ducts with filters of a quality that is standard for such switchgear house facilities. The filters to be replaced include, but are not limited to those located in walls, doors, side panels, bus ducts and filter banks.
- (b) The Contractor shall supply all necessary replacement air filters.
- (c) The Contractor shall make note of the condition and sufficiency of the air filters removed and shall include these observations in the Engineering Appraisal Report with suggestions for correcting any insufficiency.

(10) Test Alarm Annunciator

Inspect for proper functionality of unit.

(11) Engineering Appraisal Report

Upon completion of the inspection and appraisal testing of the electrical equipment, an engineering report shall be submitted for Public Works approval. The report shall include at a minimum the following:

- (a) An executive summary that shall prioritize and review all major discrepancies.
- (b) An introduction section that shall detail the objective for the inspection and appraisal work, a detailed list of the substations equipment tested, diagnostic test equipment tested, and diagnostic test equipment used at the job site.
- (c) A section that thoroughly reviews equipment discrepancies and makes

recommendations for correcting all of the equipment problems found during the inspection and appraisal testing.

- (d) A separate field data test sheet for each load-break switch, transformer, circuit breaker, protective device, etc., that gives complete nameplate information.

b. Public Works Responsibility for Electrical Maintenance of Unit No. 1 (Silo Unit) and Unit No. 2 (In-Line Unit)

- (1) Upon Contractor's request, Public Works will provide an electrician(s) who is knowledgeable with the facility on an as needed basis.
- (2) Public Works' electrician(s) will only be available Monday through Friday, 9 a.m. to 2 p.m.
- (3) If Public Works' electrician(s) is needed, Public Works requires 24 hour notification. Any work required by Public Works' electrician(s) outside of the above mentioned time frame, will require prior approval by Public Works.
- (4) The Contractor shall be responsible for de-energizing the equipment to be serviced, including, but not limited to, the lockout and tagout procedures which shall be coordinated with Public Works.
- (5) Public Works will be responsible for any necessary coordination with Southern California Edison.
- (6) Public Works will provide staff to the Contractor to familiarize the Contractor with any special safety procedures prior to the start of work.
- (7) Public Works will provide the Contractor with all necessary drawings and protective device settings.

G. Equipment to be Inspected, Tested, and Calibrated

The electrical equipment to be inspected, tested, and calibrated at the San Gabriel Hydroelectric Project is as follows:

<u>No.</u>	<u>Description</u>
1.	(2) Sync check relays (BEI-25)
2.	(1) Balance voltage relay (ITE-47)
3.	(1) Ground voltage relay (ITE-59G)
4.	(2) Loss of excitation relays (ITE-40)
5.	(3) Overcurrent relays with voltage restrain (BEI-51V)
6.	(4) Under power/reverse power relays (ITE-32R)
7.	(2) Voltage sequence relays (ITE-47)
8.	(2) Generator differential relays (ITE-87M)
9.	(2) Overvoltage relays (ITE-59G)
10.	(3) Transformer differential relays (ITE-87T)
11.	(2) Directional overcurrent relays (ITE-32)
12.	(2) Instantaneous overcurrent relays (ITE-50H)
13.	(1) Negative sequence voltage relay (ITE-46Q)
14.	(1) Time overcurrent relay (ITE-51H)
15.	(1) Ground overvoltage relay (ITE-59G)
16.	(1) System PRIDE relay (99 device)
17.	(2) Watt-transducer
18.	(1) Volt-transducer
19.	(2) Watt meters
20.	(2) Power factor meters
21.	(2) Ammeters and switches
22.	(3) Frequency meters
23.	(5) Voltmeters and switches
24.	(1) Syncroscope meter
25.	(1) 15KV Vacuum load interrupter switch
26.	(1) Line-up of 5KV switchgear and equipment
27.	(3) 4.16KV, overcurrent protective devices
28.	(1) 7,000KVA 12KVA/4160V liquid filled transformer
29.	(1) Lot of bearing RTD protective relays
30.	(1) Lot of generator RTD protective relays
31.	(2) 5KV, 3-Phase sets of cables
32.	(4) Pressure transducers
33.	(1) 125V Battery bank and equipment
34.	(1) 75KVA, 4160/208-120V dry type distribution transformer
35.	(1) 15KVA, 120-204/480V pad mount transformer
36.	(1) Azonix Control Unit
37.	(1) Speed Sensor for Unit 1
38.	(1) Speed Sensor for Unit 2

H. Special Safety Requirements

All contractor's operators shall be expected to observe all applicable Cal/OSHA and departmental safety requirements while at the job site. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

I. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor Injury and Illness Prevention Program (IIPP) and Code of Safety Practices (CSP). The Contractor's Project Safety official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

J. Additional Work

If the Contractor or Public Works should identify additional maintenance, repairs, parts, or troubleshooting services required at this facility or any of Public Works' other hydroelectric facilities, Public Works will determine the necessity for any additional maintenance, repair, parts, or troubleshooting.

This additional work shall be performed on a time and material basis, not to exceed an annual amount of \$50,000.

Public Works and Contractor shall negotiate a price based on the hourly rates reflected in Part I, Section 6.2, Schedule of Prices. Public Works, at its sole discretion, may issue a Notice to Proceed to the Contractor for the additional services or Public Works may solicit additional bids from other sources to perform the additional work.

K. Performance Warranty

Contractor shall perform its work in accordance with the standards of care and diligence customary in the industry. In the event the Contractor fails to perform in accordance with those standards, and Public Works has given written notice thereof to the Contractor during the one-year period following the date that the Contractor's services are completed and paid in full, or, if equipment is installed, the date that such equipment is available for operation at Public Works' facility, the Contractor shall perform all corrective services within the original scope of work as are necessary to conform the work to such warranty or guarantee. All costs of such reperformance of work shall be borne by Contractor.

Contractor is not required to warrant third party materials or equipment. However, the Contractor shall assist Public Works in obtaining pass-through of all warranties and guarantees available for third party materials and equipment.

Contractor is not required to make representations, warranties, covenants, guarantees, or undertakings, express or implied other than these expressly set forth herein. Implied warranties of merchantability and fitness for a particular purpose are excluded. The rights and remedies of the parties as set forth herein are sole and exclusive and in lieu of any other rights and remedies otherwise available at law or in equity, and the remedies and liabilities of the parties shall be stated herein whether recovery or damages is sought based on contract, negligence, strict liability, or other theory of law.

K. Maps

See Exhibits A(1-3)

L. Additional Responsibilities of Public Works

Public Works will determine the need for, and provide, job site inspection.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

The County reserves the right to award the Contract to the Proposer(s) whose Proposal provides the most beneficial program and price, with all other factors considered. The awardee(s) shall sign and return this Contract, together with copies of the required insurance certification, within 14 days after notification by Public Works of intent to recommend award of this Contract to the Board.

B. Final Contract Award by Board

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interest of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

C. Prevailing Wage

The Director of Public Works of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of Public Works of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any public work done under this Contract or by any subcontractor.

D. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meets the citizenship or alien status requirements contained in Federal and State

statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

E. County Lobbyists

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Proposer submitting a response to this Request for Proposals or Contractor awarded this Contract shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Proposer's/Contractor's signature on the Proposal/Contract is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Proposer/Contractor to fully comply with the County Lobbyist Ordinance shall be sufficient cause for rejection of the Proposal or shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

F. Evaluation of Proposals

All responses to this Request for Proposals become the property of the County. Upon receipt of the Proposal as specified and evaluation of Proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a Contract to one or more of those submitting Proposals. The proposed Contract may be submitted to the Director or Board for consideration and possible approval.

The County may require whatever evidence it deems necessary relative to the Proposer's financial stability. Proposers' financial statements and other portions of the Proposal may be reviewed by the Public Works financial staff in order to assist the evaluators.

The County reserves the sole right to judge the Proposer's written and oral representations. The County may make onsite inspections of Proposer's current jobs.

Public Works may, at its option, invite some or all of the Proposers to make a presentation and participate in an interview before a final selection is made.

G. Evaluation Criteria

The evaluation criteria to be used in the selection process will include, but are not limited to the following considerations:

1. Proposals will first be reviewed on a Pass/Fail basis. Proposals not meeting all of these requirements will be rejected as nonresponsive:
 - a. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal.
 - b. Proposer's Safety Record which reflects that the Proposer has provided services in a safe manner.
 - c. Proposer shows an ability to meet insurance requirements.
 - d. Proposer has met the GAIN requirements.
 - e. Proposer has submitted to the Child Support Services Department the Principal Owner Information and Child Support Compliance Program Forms.
 - f. Proposer has submitted the Jury Service Program Certification Form and Application for Exception stating that it accepts and will comply with the program requirements or establishing its entitlement to an exception to the program.
 - g. Proposer has signed all appropriate forms and Part I, Section 6, Schedule of Prices.
 - h. Proposer is signed in as attending the Proposers' Conference.
 - i. Proposer has provided proof of Proposer's valid C-10 State contractor's license.
 - j. Proposer has demonstrated he or she has five years' experience inspecting and maintaining hydroelectric equipment.
2. Proposals passing the first step will be evaluated based on the following:

a. Proposed Price (60 points)

The proposed price should accurately reflect the Proposer's cost of providing the required services and any profit expected during the Contract term. The lowest Total Proposed Annual Price quoted in the Schedule of Prices (Part I, Section 6), will receive the full weight of this evaluated item (60 points). Other Proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Annual Price by each other Proposer's Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion (60 points). However, the Proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a contract.

In addition, should one or more of the Proposers request and be granted the Local SBE Preference, the price component points will be determined as follows:

Five percent (5%) of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the price submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

b. Work Plan of Action/Approach (15 points)

Factors to determine the adequacy and effectiveness of Proposer's methods to conduct and accomplish the work successfully will include, but not be limited to:

- 1) the procedures, techniques, and methods employed to meet objectives of the Scope of Work; and
- 2) qualifications, utilization, assignments, and scheduling of staff and subcontractors, if any.

A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

c. References (10 points)

The Department will check at least three of the Proposer's references for the quality of Proposer's services, especially services provided to other County departments, taking into consideration the

length of service provided to references under contract.

A determination by the evaluators that one or more of the Proposer's clients were dissatisfied with the overall service is unacceptable and may result in rejection of the Proposal.

d. Experience (15 points)

Evaluators will review the record of Proposer's experience in providing inspection and appraisal testing of electrical system services to large organizations with demonstrated quality and reliability standards having been met in the service provided. More weight may be given to services provided to agencies of similar size and nature. Minimum requirement: five years.

A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

SECTION 4

GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents (County) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B of this Part, and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its special districts, and its officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors, or County attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any CalOSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall not be obligated

to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CalOSHA arising out of the work being performed by the Contractor under this Contract.

D. Insurance

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, Attention Bill Gomez, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insured for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall

be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
3. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
4. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:
 - a. any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by Contractor under this Contract.
 - c. any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.
5. Compensation for County Costs - In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
6. Insurance Coverage Requirements for Subcontractors - Contractor shall ensure any and all subcontractors

performing services under this Contract meets the insurance requirements of this Contract by either:

- a. Contractor providing evidence of insurance covering the activities of subcontractor, or
- b. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Complete Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto."

The above requirements can be met by a combination of primary and excess insurance coverage.

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state for which the Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its

execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

F. Liquidated Damages

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the County. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of work, the Contractor shall pay to the Department, or have withheld from monies due it, the sum of \$1,500, unless otherwise provided in these Specifications.

Execution of this Contract shall constitute agreement by the County and Contractor that \$1,500 per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

SECTION 5

METHOD OF PAYMENT

- A. Payment will be based on the lump sum price shown in Part I, Section 6.1, Schedule of Prices. Payment for additional work will be paid based on the hourly rates and Contractor's material cost plus the percentage shown in Part I, Section 6.2, Schedule of Prices.

Payment will be made upon completion of all work, to the satisfaction of the Director, and upon receipt of a properly completed invoice from the Contractor. The Contractor's invoice shall clearly indicate this Contract's number and work performed.

Public Works will retain ten percent (10%) of the lump sum price (Item 1) until Public Works receives the summary status reports for the generator and turbine. Public Works agrees to make payment to the Contractor within 30 days of the receipt of a properly completed invoice from the Contractor.

The Contractor shall send the invoice to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division, Accounts Payable
P. O. Box 7508
Alhambra, CA 91802-7508

B. Cost of Living Adjustments

This Contract's lump sum amount and hourly rates may be adjusted annually based on the increase or decrease in the U. S. Department of Labor Bureau of Labor Statistics', all Urban Consumers Price Index for the Los Angeles-Anaheim-Riverside area (CPI). The change in the CPI used in computing the Contract's option-years amounts shall be twelve times the average monthly change over the first nine months of the current Contract term. However, any increase shall not exceed the average salary movement granted to County employees. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employees salaries, no cost of living adjustments will be granted.

SECTION 6

SCHEDULE OF PRICES

FOR

MAINTENANCE AND INSPECTION OF HYDROELECTRIC FACILITY

In accordance with Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of work as described in these Specifications and attached drawings, subject to the Proposer furnishing all labor, supervision, equipment and materials, except those specified to be furnished by Public Works.

ITEM	ITEM DESCRIPTION	PROPOSAL PRICE
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1. Annual lump sum prices proposed to perform all work described in these Specifications for the inspection and maintenance of Public Works' hydroelectric facility located at 9700 North San Gabriel Canyon Road, Azusa, CA.

TASK 1 \$ \$66,400TASK 2 \$ \$7,200

ITEM	ITEM DESCRIPTION
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2. Necessary personnel and hourly, overtime and double-time rates to perform as-needed work as described in Section 2.J, Additional Work.

Personnel	Est. Annual Hrs	Rate per hour	Subtotal
<u>Field Superintendent*</u>			
Standard Rate	14	68	952
Overtime Rate	2	88	176
Double-Time Rate	1	107	107
<u>Millwright Foreman*</u>			
Standard Rate	70	65	4,550
Overtime Rate	20	84	1,680
Double-Time Rate	10	102	1,020

Personnel	Est. Hrs	Rate per hour	Subtotal
<u>Journeyman Millwright*</u>			
Standard Rate	70	62	4340
Overtime Rate	20	79	1580
Double-Time Rate	10	97	970
<u>Millwright Apprentice top step*</u>			
Standard Rate	70	60	4200
Overtime Rate	20	76	1520
Double-Time Rate	10	93	930
<u>Machine Shop*</u>			
Standard Rate	35	62	2170
Overtime Rate	10	79	790
Double-Time Rate	5	97	485
<u>Senior Electrical Eng.*</u>			
Standard Rate	7	90	630
Overtime Rate	2	120	240
Double-Time Rate	1	150	150
<u>Field Engineer Supvr.*</u>			
Standard Rate	14	90	1260
Overtime Rate	4	120	480
Double-Time Rate	2	150	300
<u>Field Engineer*</u>			
Standard Rate	70	72	5040
Overtime Rate	20	95	1900
Double-Time Rate	10	130	1300
<u>Technician*</u>			
Standard Rate	70	63	4410
Overtime Rate	20	85	1700
Double-Time Rate	10	100	1000

TOTAL ADDITIONAL WORK AMOUNT PROPOSED

\$ 43,880

* or Contractor's equivalent

TOTAL PROPOSED ANNUAL PRICE (TASK 1, TASK 2, ADDITIONAL WORK) \$ 117,480

Material

Cost of material supplied will be the Contractor's cost plus 15 percent.

Thomason Mechanical Corporation

Legal Name of Proposer (Print)



Signature

4-14-03

Date

C-61

Required License Number

2150 East 37th Street

Address

Vernon, Ca

City

90058

Zip Code

310-639-3523

Telephone

PART II

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

GENERAL DEFINITIONS AND TERMS

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

Whenever in the Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

1. Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.
2. Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.
3. Contractor. The person or persons, partnership, joint venture or corporation who has entered into an agreement with the County to perform or execute the work covered by these Specifications.
4. County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.
5. Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or, the Director's authorized representative(s).
6. District. Los Angeles County Flood Control District, and/or Public Works, and/or County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.
7. Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Part II--Service Contract General Requirements (continued)

8. Proposal Form. The blank form prepared (Schedule of Prices) and furnished by Public Works upon which all priced Proposals shall be submitted.
9. Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.
10. Public Works. County of Los Angeles Department of Public Works.
11. Solicitation Document. Request for Proposals or Request for Quotation.
12. Specifications. The directions, provisions, and requirements contained herein and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.
13. The Work. The entire contemplated work to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS

A. Knowledge of Work to be Done

By submitting a Proposal, Proposers will be held (1) to have carefully read the solicitation document and all attachments, (2) to have satisfied themselves as to their ability to meet all of the difficulties attending the execution of the proposed work before the delivery of their Proposal, and (3) agree that if awarded this Contract, no claim will be made against the County based on ignorance or misunderstanding of the solicitation document.

B. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the Proposal.

C. Invalid Proposals

It is the sole responsibility of the Proposer to see that its Proposal is properly received by Public Works before the submission deadline. Proposers shall bear all risks associated with private delivery services or with delays in the U.S. Mail.

Proposals submitted by telegram and those which are not clocked in at Public Works' Headquarters Lobby Cashier before the date and hour set for receipt of the same will not be considered and will be returned to the Proposer unopened.

D. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer shall render their Proposal irregular and may cause its rejection.

E. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 120 days following the last day to accept Proposals.

F. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals not suitable in the judgment of the Board/Director to be in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than an officer of a corporation or a member of a general co-partnership, must be submitted with a power of attorney authorizing such signature; otherwise, the Proposal will be rejected as irregular and unauthorized.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document contains multi-Proposal requests, no Proposal will be considered unless the Proposer submits a price on all items within each category, though the Proposer may not be required to submit a price on all the categories.

G. Qualification of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out this Contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed Contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these Specifications. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be sufficient cause for rejection of the Proposal.

H. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on the Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be sufficient cause for rejection of the Proposal.

Part II--Service Contract General Requirements (continued)

I. Proposer's License Requirements

Proposers shall be properly licensed by the State of California to perform the work proposed under these Specifications. Lack of proper license at the time of submission of Proposal will be sufficient cause for rejection of the Proposal.

J. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District, or Director do not presume what future costs may be or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

K. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on the List of Subcontractors form provided. The use of subcontractors shall be according to the provisions of Part II, Section 4, Paragraphs D and G. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

L. Opening of Proposals

Proposals will not be publicly opened.

M. Disqualification of Proposers

More than one Proposal from an individual, firm, or partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such Proposer has interest. If there is reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in this or future Proposals.

Part II--Service Contract General Requirements (continued)

N. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected extension will be considered as representing the Proposer's intentions.

If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions.

If the items are incorrectly totaled, the corrected total will be considered as representing the Proposer's intentions.

O. Disclosure of Contents of Proposals

All Proposals in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of this Contract to the Board and that letter appears on the Board's agenda, all Proposals will become a matter of public record and will be regarded as public records, except those parts of each Proposal which are defined by the Proposer as business or trade secrets, and plainly marked as "trade secret." Designation of all or substantial portions of the Proposal as "trade secret" or inappropriate designation of portions of the Proposal as "trade secret" may result in the Proposal being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

P. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of this Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

Part II--Service Contract General Requirements (continued)

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

Q. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is the County's policy to conduct business only with responsible contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
3. The County may declare a Proposer to be non-responsible for purposes of this proposed Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform this proposed Contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the

Part II--Service Contract General Requirements (continued)

Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for Public Works' recommendation. If the Proposer fails to avail itself of the opportunity to rebut Public Works' evidence, the Proposer may be deemed to have waived all rights of appeal.

5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

R. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding on other County contracts for a specified period of time, not to exceed 3 years, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing.

Part II--Service Contract General Requirements (continued)

After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. If the Proposer fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Proposer may be deemed to have waived all rights of appeal.

4. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

SECTION 3

GENERAL CONTRACT REQUIREMENTS AND CONDITIONS

A. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

B. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

C. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, state, or local authorities for work to be accomplished under this Contract.

D. Quality of Work

The Contractor shall provide the quality of services under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor(s). The Contractor also agrees that services shall be furnished in a professional manner and according to these Specifications.

E. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

F. Authority of Public Works and Inspection

The Director will have the final authority in all matters

Part II--Service Contract General Requirements (continued)

affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

G. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

H. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval according to "Changes and Amendments of Terms" (above), such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

I. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds

Part II--Service Contract General Requirements (continued)

to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' job sites.

L. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, state, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

M. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

N. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each job site will be subject to the Director's approval.

O. Transportation

Public Works will not provide transportation to and from the job site, nor travel around the limits of the job site.

P. Storage of Material and Equipment

Part II--Service Contract General Requirements (continued)

The Contractor shall not store material or equipment at the job site, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any job site.

Q. County's Quality Assurance Plan

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

R. County's Policy on Child Support Laws

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's "L. A.'s Most Wanted: Delinquent Parents List" in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

S. Job Site Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe job site.

T. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled content paper to the maximum extent possible under this Contract.

U. Contractor Responsibility and Debarment

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have

Part II--Service Contract General Requirements (continued)

waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
7. These terms shall also apply to subcontractors of Contractor.

V. Jury Service Program

1. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
2. Written Employee Jury Service Policy
 - a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
 - b. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform

Part II--Service Contract General Requirements (continued)

services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- c. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

W. Local Small Business Enterprise Program.

- 1. This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 2. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 3. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by

Part II--Service Contract General Requirements (continued)

affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

4. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - a. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
 - d. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

X. Safely Surrendered Baby Law

The Contractor shall notify and provide its employees, and shall require each subcontractor to notify and provide its employees, the attached fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The Fact Sheet is also available on the Internet at www.babysafela.org.

SECTION 4

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, state, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' work.

C. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which services are performed.

D. Subcontractors

No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

E. Cooperation

The Contractor shall cooperate with Public Works ' forces engaged in any other activities at the job site. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

F. Delegation and Assignment

The Contractor may not delegate its duties and/or assign or transfer its rights hereunder, either in whole or in part, without the prior written consent of the Board.

G. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

H. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

I. Child Support Compliance Program

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), Contractor shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

J. Prohibition Against Use of Child Labor

The Contractor shall:

1. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
2. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and,
3. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

Failure by Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

K. Consideration of Hiring GAIN Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by category to the Contractor.

L. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

Part II--Service Contract General Requirements (continued)

M. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

SECTION 5

TERMINATION OF CONTRACT

A. Unsatisfactory Service

Public Works reserves the right to cancel these services, upon giving 14 days' written notice, if the services are deemed unsatisfactory in the opinion of the Director.

B. Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

1. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
2. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
3. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

C. Termination for Noncompliance with Child Support Requirements

Contractor shall maintain compliance with requirements of County's Child Support Compliance Program as certified in the Contractor's Child Support Compliance Program Certification and as set forth in this Contract. Failure of the Contractor to maintain compliance with these requirements will constitute a default under this Contract. Failure to cure such a default

Part II--Service Contract General Requirements (continued)

within 90 days of notice by the County shall be grounds upon which the County may give notice of termination and terminate this Contract.

D. Termination Claim

If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of services not terminated.

Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

PART III

STANDARD TERMS AND CONDITIONS

LOS ANGELES COUNTY SERVICES CONTRACTS

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

B. Nondiscrimination in Employment

The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County

reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

C. Assignment

This Contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may only be assigned upon the written consent of the Director and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this Contract, in consequence of each consent, shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

D. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

E. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

G. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

H. Termination for Improper Consideration

County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

I. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

J. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this

Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

K. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

L. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

M. Default for Insolvency

1. The County may cancel forthwith this Contract for default in the event of the occurrence of any of the following:
 - a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
 - b. The filing of a voluntary petition to have the Contractor declared bankrupt.
 - c. The appointment of a Receiver or Trustee for the Contractor.
 - d. The execution by the Contractor of an assignment for the benefits of creditors.
2. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

N. Default

1. The County may, subject to the provisions of Paragraph 3

below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

- a. If the Contractor fails to perform the services within the time specified herein or any extension thereof; or
 - b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
2. In the event the County terminates this Contract in whole or in part as provided in Paragraph "a" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
 3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any

reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above (see Part II, Section 5).

5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

O. Disclosure of Information

The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

1. The Contractor shall develop all publicity material in a professional manner.
2. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
3. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

P. Notification

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in

a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Assistant Director
County of Los Angeles Department of Public Works
P. O. Box 1460
Alhambra, CA 91802-1460

2. In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

ATTACHMENTS

- * AFFIDAVIT FOR PARTNERSHIP PROPOSAL
- * AFFIDAVIT FOR CORPORATION PROPOSER
- * AFFIDAVIT FOR INDIVIDUAL PROPOSER
- * AFFIDAVIT FOR JOINT VENTURE
- ** BIDDER'S PROPOSAL
- ** CONTRACTOR'S INDUSTRIAL SAFETY RECORD
- ** CERTIFICATE CONFLICT OF INTEREST
- ** PROPOSER'S REFERENCE LIST
- ** PROPOSER'S/OFFEROR'S EEO CERTIFICATION
- ** LIST OF SUBCONTRACTORS
- ** REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
- ** GAIN/GROW EMPLOYMENT COMMITMENT
- PRINCIPAL OWNER INFORMATION FORM (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT)
- ** CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION
- ** COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
- POLICY ON DOING BUSINESS WITH SMALL BUSINESS
- INTERNAL REVENUE SERVICE NOTICE 1015
- COUNTY VISION STATEMENT
- DEBARRED VENDORS REPORT
- * The appropriate Affidavit shall be submitted with Proposal.
- ** Forms must be submitted with Proposal.

AFFIDAVIT FOR CORPORATION PROPOSER

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

Mike Fieldhouse, being
first duly sworn, deposes and says:

That he/she is Operations Manager of
Thomason Mechanical Corporation a corporation,

Taxpayer Identification Number 30-114270,
which is the party making the foregoing proposal; that such
proposal is genuine and not collusive or sham; that said proposer
has not colluded, conspired, connived or agreed, directly or
indirectly, with any other proposer or person to put in a sham
proposal, and has not in any manner sought by collusion to secure
any advantage against the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC
WORKS, or any person interested in the proposed contract, for
himself/herself or for any other person.



Signature

Subscribed and sworn to before me this

14 day of April, 2003.



Signature of Officer Administering Oath
(NOTARY PUBLIC)



BIDDER'S PROPOSAL

Date April 15, 2003

To the Board of Supervisors of Los Angeles County:

The Undersigned hereby declares:

- (a) That the only persons or parties interested in this proposal as principals are the following:

Thomason Mechanical Corporation

(If the proposer is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a partnership, give the name under which the partnership does business, and the names and addresses of all partners. If an individual, state the name under which the contract is to be drawn.)

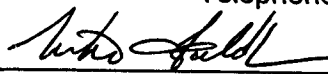
- (b) That this proposal is made without collusion with any other person, firm, or corporation.
- (c) That the proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge.
- (d) That the proposer has carefully examined the specifications, both general and detail, and any drawings attached hereto, and any additional communications sent and makes this proposal in accordance therewith.
- (e) That, if this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles .
- (f) That the proposer proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates, and the unit prices will apply to the actual quantities whatever they may be.

2150 East 37th Street
Address of Proposer

310-639-3523

Telephone Number of Proposer

Vernon, Ca 90058
City Zip Code


Signature of Proposer

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Maint. & Insp Of HydroElectric Facilities PROPOSER Thomason Mechanical Corporation

PROPOSAL DATE 4-16-03

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	1998	1999	2000	2001	2002	Total	Current Year
1. No. of contracts	1175	2300	2900	2600	8975	784	
2. Total dollar amount of Contracts (in thousands of \$)	24M	48M	61M	54M	187M	16M	
3. No. of fatalities	0	0	0	0	0	0	
4. No. of lost workday cases	2	2.42	0.09	1.34	6.66	0	
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	
6. No. of lost workdays	6	7	3	5	21	0	

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Thomason Mechanical Corporation

Name of Proposer (print)

Signature

2150 East 37th Street

Address

420446

Required License or Certificate

Vernon, CA 90058

City

Zip Code

310-639-3523

Telephone

CERTIFICATE CONFLICT OF INTEREST

I, Mike Fieldhouse

as Operations Manager
(Insert: "sole owner", "a partner", "President", "Secretary", or other proper title)

of Thomason Mechanical Corpoation
(Insert name of proposer)

make this Certificate in support of a proposal for a contract with the County of Los Angeles for services within the scope of the following Los Angeles Administrative Code, Section 2.180.010:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as outlined above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal/Bid or cancellation of any contract awarded pursuant to this Proposal/Bid.

I certify under penalty of perjury under the laws of California that the foregoing is correct and true in all respects.

Date: 4-14-03

Signed 

Title Operations Manager

PROPOSER'S REFERENCE LIST

A. Please provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer to Los Angeles County during the previous three years. Use additional pages if required.

SERVICE TYPE: O/H 2 Hydro Units
 DEPARTMENT/
 DISTRICT: Public Works

CONTACT: John Adkins

TELEPHONE: (626) 458-6186

SERVICE TYPE: Unit 2 Seal Repair
 DEPARTMENT/
 DISTRICT: Public Works

CONTACT: John Adkins

TELEPHONE: (626) 458-6186

SERVICE TYPE: O/H Hyrdro Unit -- Remove Gen.
 DEPARTMENT/
 DISTRICT: Public Works

CONTACT: John Adkins

TELEPHONE: (626) 458-6186

SERVICE TYPE: Annual Inspection of Hydro Un:
 DEPARTMENT/
 DISTRICT: Public Works

CONTACT: John Adkins

TELEPHONE: (626) 458-6186

SERVICE TYPE: _____
 DEPARTMENT/
 DISTRICT: _____

CONTACT: _____

TELEPHONE: ()

SERVICE TYPE: _____
 DEPARTMENT/
 DISTRICT: _____

CONTACT: _____

TELEPHONE: ()

B. Reference List for Private Companies

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: ()

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: ()

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: ()

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: ()

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: ()

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: ()

PROPOSER'S/OFFEROR'S EEO CERTIFICATION

Thomason Mechanical Corporation

Proposer's/Offeror's Name

2150 East, 37th Street, Vernon Ca 90058

Address

30-114270

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Los Angeles County Code Section 4.32.010, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S/OFFEROR'S CERTIFICATION

1. The proposer/offeror has a written policy statement prohibiting any discrimination in all phases of employment. YES ☒ NO ☐
2. The proposer/offeror periodically conducts a self-analysis or utilization analysis of its work force. YES ☒ NO ☐
3. The proposer/offeror has a system for determining if its employment practices are discriminatory against protected groups. YES ☒ NO ☐
4. Where problem areas are identified in employment practices, the proposer/offeror has a system for taking reasonable corrective action to include establishment of goals and timetables. YES ☒ NO ☐

Thomason Mechanical Corporation

Proposer/Offeror

Mike Fieldhouse - Operations Manager

Name and Title of Signer



Signature

April 15, 2003

Date

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	
<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 10,000+						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander	INFORMATION NOT AVAILABLE					
American Indian						
Filipino						
White						


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	INFORMATION NOT AVAILABLE	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: <u>Operations Manager</u>	Date: <u>4-15-03</u>
---	----------------------------------	----------------------

LOS ANGELES COUNTY
GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity Work (GROW) programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.



Signature

Operations Manger

Title

Thomason Mechanical

Firm Name

4-13-03

Date

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P. O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277

Contractor or Association Name as Shown on Bid or Proposal: Thomason Mechanical Corpotion

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: 2150 East 37th Street, Vernon CA 90058

Telephone: 310-639-3523 FAX: 310-639-8217

County Department Receiving Bid or Proposal: PUBLIC WORKS

Types of Goods or Services To Be Provided: Maint. & Inspection of Hydro Electric Facility

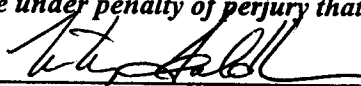
Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check the appropriate box. If box "I" is checked, no further information is required. Please sign and date the form below:

- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☐ Required principal owner information is provided below. (Use separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received</u> <u>From Contractor</u>
1.	<u>Wood Group</u>	<u>Corporation</u>	[YES] [NO]
2.	_____	_____	[YES] [NO]
3.	_____	_____	[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By:  Date: April 14, 2003
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Mike Fieldhouse

(Print Name)

Operations Manager
(Title/Position)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) Mike Fieldhouse, hereby submit this certification to PUBLIC WORKS, pursuant to the provisions of County Code

Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) Thomason Mechanical Corpoation, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member's address):

2150 East 37th Street Vernon CA 90058

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Compliance Program;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3.) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

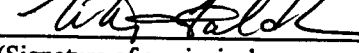
I declare under penalty of perjury that the foregoing is true and correct.

Executed this 14 day of April 2003
(Month and Year)

at: Vernon, Ca
(City/State)

310-639-3523

(Telephone No.)

by: 
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: **Child Support Services Department**
Special Projects
P. O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM FOR RENEWAL OF CONTRACT**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Thomason Mechanical Corporation		
Company Address: 2150 East 37th Street		
City: Vernon	State: Ca	Zip Code: 90058
Telephone Number: 310-639-3523		
(Type of Goods or Services): Mechanical		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.


"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program.
ATTACH THE AGREEMENT.

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Mike Fieldhouse	Title: Operations Manager
Signature: 	Date: April 14, 2003



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE ...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well trained, capable, and highly motivated to carry out the letter and spirit of this policy.

Department of the Treasury
Internal Revenue Service
Notice 1015



(Rev. October 2000)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2000 investment income (such as interest and dividends) is over \$2,400.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4, Employee's Withholding Allowance Certificate.**

Note: You are encouraged to notify each employee whose wages for 2000 are less than \$31,152 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The **IRS Form W-2, Wage and Tax Statement**, which has the required information about the EIC on the back of **Copy B.**
- A substitute **Form W-2** with the same EIC information on the back of the employee's copy that is on **Copy B** of the **IRS Form W-2.**
- **Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).**
- Your written statement with the same wording as **Notice 797.**

If you are required to give **Form W-2** and do so on time, no further notice is necessary if the **Form W-2** has the required information about the EIC on the back of the employee's copy. If a substitute **Form W-2** is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute **Form W-2** is given. If **Form W-2** is required but is not given on time, you must give the employee **Notice 797** or your written statement by the date **Form W-2** is required to be given. If **Form W-2** is not required, you must notify the employee by February 7, 2001.

You must hand the notice directly to the employee or send it by **First-Class Mail** to the employee's last known address. You will not meet the notification requirements by posting **Notice 797** on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The 2000 instructions for **Forms 1040, 1040A, and 1040EZ, and Pub. 596, Earned Income Credit**, explain who can claim the EIC. Generally, any employee who meets the following requirements may be able to claim the EIC for 2000.

Note: An employee **cannot** claim the EIC if he or she files **Form 2555** or **Form 2555-EZ** (relating to foreign earned income). Also, an employee who is a nonresident alien for any part of 2000 **cannot** claim the EIC unless he or she is married to a U. S. citizen or resident and elects to be taxed as a resident alien for all of 2000.

- The employee's 2000 earned income and modified adjusted gross income are both under \$27,413 (under \$31,152 if the employee has more than one qualifying child; under \$10,380 if the employee does not have a qualifying child). **Earned income** for this purpose does not include amounts paid to inmates in penal institutions for their work.
- The employee's filing status is any status **except** married filing a separate return.
- The employee (and the employee's spouse if filing a joint return) is not a qualifying child of another person.
- For an employee without a qualifying child, the employee is at least age 25 but under 65 at the end of 2000. Also, no one may be entitled to claim the employee as a dependent and the employee's home must be in the United States for over half of 2000. If the employee is married filing a joint return, other rules apply.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2000 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2000 and owes no tax but is eligible for a credit of \$797, he or she must file a 2000 tax return to get the \$797 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5, Earned Income Credit Advance Payment Certificate**. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15, Employer's Tax Guide**.



County of Los Angeles

Vision

Our ***purpose*** is to improve the quality of life in the County of Los Angeles by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities.

Our ***philosophy*** of teamwork and collaboration is anchored in our shared values:

responsiveness
professionalism
accountability
compassion
integrity
commitment
a can-do attitude
respect for diversity

Our ***position*** as the premiere organization for those working in the public interest is established by:

a capability to undertake programs that have public value,

an aspiration to be recognized through our achievements as the
model for civic innovation,

a pledge to always work to earn the public trust.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name: A One Building Maintenance

Principal Owners: Kenneth Ahn

Debarment Start Date: June 20, 2000 **Debarment End Date:** June 19, 2003

Vendor Name: Shobie Enterprises DBA Seahawk Construction

Principal Owners: Shamir Ahmad Qazi

Debarment Start Date: April 30, 2002 **Debarment End Date:** April 30, 2005

Vendor Name: Automation Data Solutions

Principal Owners: Renee Setero

Debarment Start Date: March 4, 2003 **Debarment End Date:** March 3, 2006

Vendor Name: MTS Advanced Corporation

Principal Owners: Emir Khan

Debarment Start Date: March 4, 2003 **Debarment End Date:** July 3, 2003

**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

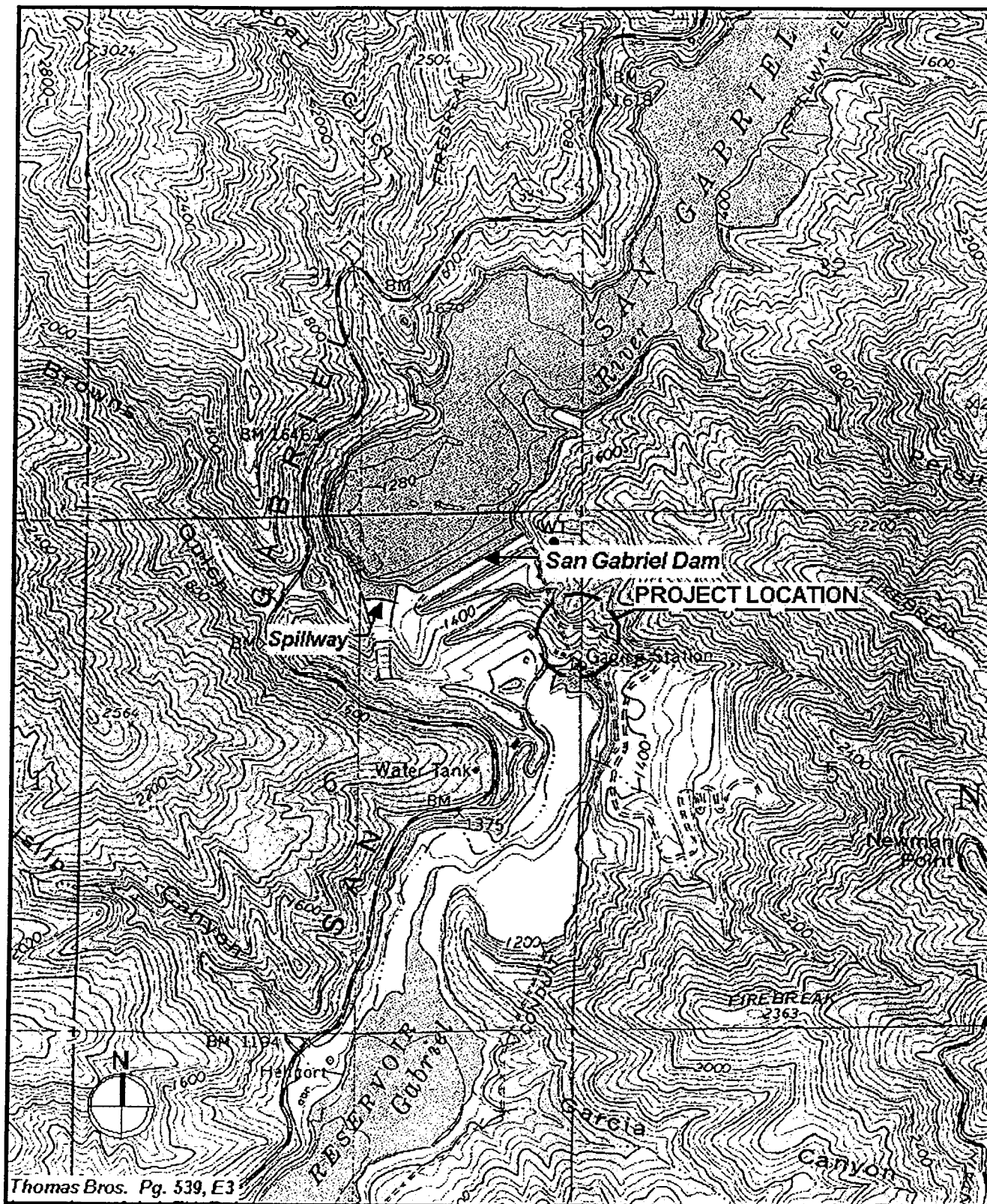
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBITS

- | | |
|-------------|---|
| EXHIBIT A-1 | SAN GABRIEL DAM HYDROELECTRIC PROJECT:
LOCATION MAP |
| EXHIBIT A-2 | SAN GABRIEL DAM HYDROELECTRIC PROJECT:
SITE PLAN |
| EXHIBIT A-3 | SAN GABRIEL DAM HYDROELECTRIC PROJECT:
OPERATIONAL DIAGRAM |
| EXHIBIT B | SAN GABRIEL DAM HYDROELECTRIC PROJECT:
VARIOUS PART WEIGHTS |
| EXHIBIT C | SAN GABRIEL DAM HYDROELECTRIC PROJECT:
LUBRICANTS AND CAPACITIES |



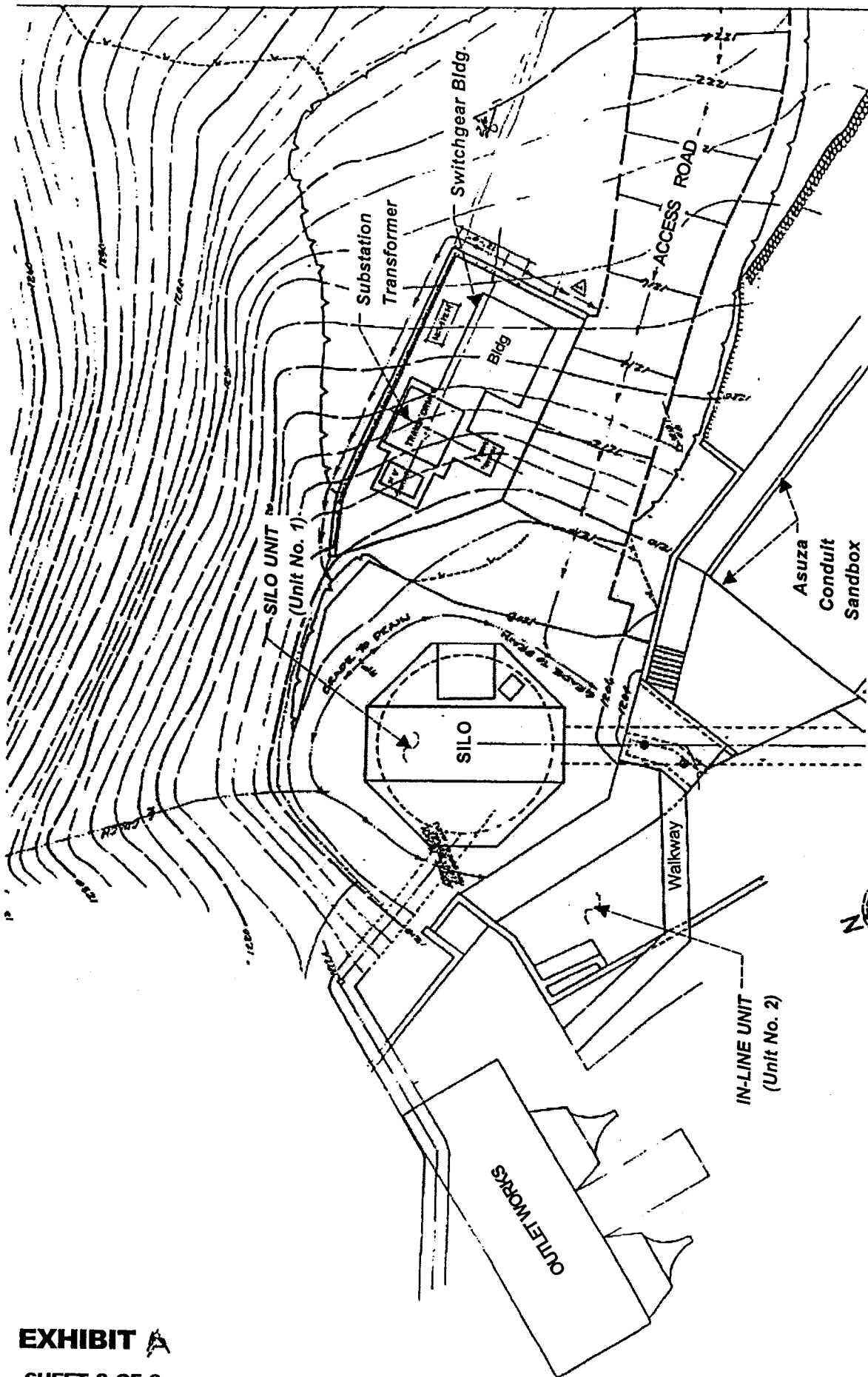
Thomas Bros. Pg. 539, E3

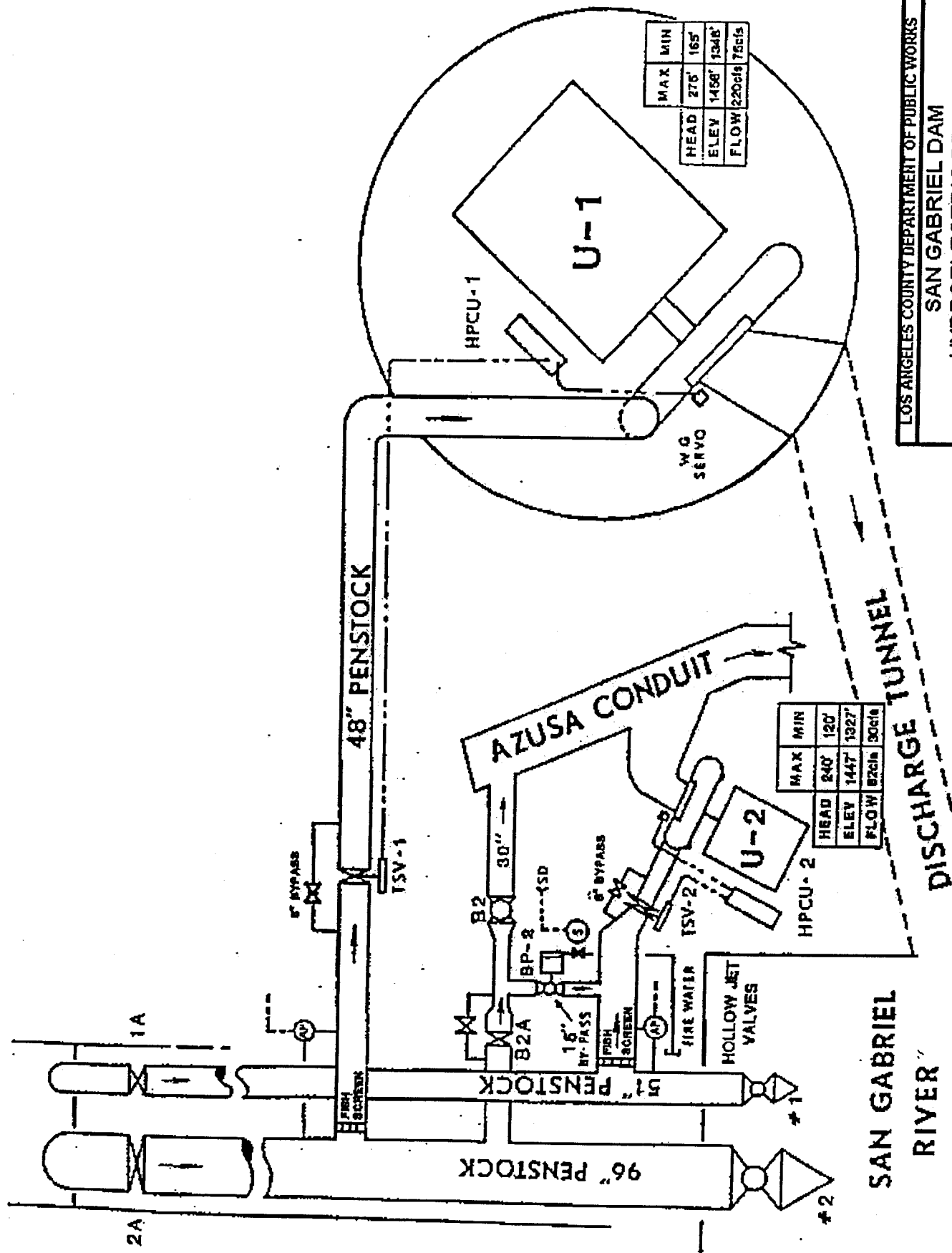
EXHIBIT A
SHEET 1 OF 3

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

SAN GABRIEL DAM
HYDROELECTRIC PROJECT
LOCATION MAP

DWG: LOCATION MAP.VSD





HEAD	ELEV	FLOW
276'	1456'	220cfs
165'	1348'	75cfs
MAX		
MIN		

HEAD	ELEV	FLOW
240'	1447'	82cfs
120'	1322'	30cfs
MAX		
MIN		

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
 SAN GABRIEL DAM
 HYDROELECTRIC PROJECT
 OPERATIONAL DIAGRAM

DWG: SITE PLAN VSD

SAN GABRIEL RIVER

DISCHARGE TUNNEL

SAN GABRIEL DAM HYDROELECTRIC PROJECT
VARIOUS PART WEIGHTS

Unit 1 (Silo Unit)

1. Turbine Runner - 1580 lbs.
2. Shaft Sealing Box - 200 lbs.
3. Draft Tube (Suction Cone) - 880 lbs.
4. Draft Tube Elbow (Suction Bend) - 880 lbs.
5. Draft Tube Slip Ring - 265 lbs.
6. Scroll Case Inspection Cover - 125 lbs.

Unit 2 (In-Line Unit)

1. Turbine Runner - 440 lbs.
2. Draft Tube (Elbow) - 920 lbs.
3. Generator Hood - 1,000 lbs.
4. Shaft Sealing Box - 150 lbs.

Note: All weights are approximate.

SAN GABRIEL DAM HYDROELECTRIC PROJECT**LUBRICANTS AND CAPACITIES**Hydraulic Power Control Unit 1 (Silo Unit)

Lubricant Type: Texaco Rando Oil HD32

Approximate Capacities - Reservoir 40 Gallons
Accumulator 10 Gallons

Complete Oil Change Requires a 55 Gallon Drum

Generator Bearings Unit 1 (Silo Unit)

Lubricant Type: Texaco Regal Oil R&O 46

Approximate Capacities - Drive End Bearing 7.5 Gallons
Opp. End Bearing 41.5 Gallons

Oil Change Requires a 55 Gallon Drum

Hydraulic Power Control Unit 2 (In-Line Unit)

Lubricant Type: Texaco Rando Oil HD32

Approximate Capacities - Reservoir 40 Gallons
Accumulator 10 Gallons

Complete Oil Change Requires a 55 Gallon Drum

Generator Bearings Unit 2 (In-Line Unit)

Lubricant Type: Texaco Regal Oil R&O 46

Approximate Capacities - Drive End Bearing 1.5 Gallons
Opp. End Bearing 10.5 Gallons

Oil Change Requires 15 Gallons

NOTE: The Department will not accept any substitutes for lubricant type or manufacturer.

Lubricant capacities are approximate and are to be verified by the Contractor.

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 184
Bid Title : MAINTENANCE AND INSPECTION OF HYDROELECTRIC FACILITY
Bid Type : Service
Department : Public Works
Commodity : ENGINEERING - HYDROELECTRIC
Open Date : 3/19/2003
Closing Date : 4/16/2003 5:30 PM
Bid Amount : \$ 135,000
Bid Download : Not Available
Bid Description : NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works up to 5:30 p.m., Wednesday, April 16, 2003, for "Maintenance and Inspection of Hydroelectric Facility."

The cost of this service is estimated to be \$135,000 annually.

A Proposer's Conference will be held on Tuesday, April 1, 2003, at 10 a.m., at Flood Maintenance Division's Longden Yard, located at 160 East Longden Avenue, Irwindale, California. As part of the above conference, all proposers will be escorted to the jobsite for a physical inspection. ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE. Proposals received from proposers not attending this conference will be rejected as nonresponsive. This facility is not compliant with the requirements of the Americans with Disabilities Act (ADA).

No later than Wednesday, March 26, 2003, each proposer is requested to fax the name of the person(s) who will be representing the proposer at the Proposers' Conference to Bill Gomez at (626) 458-4194. If mailed, the notice should be postmarked no later than Friday, March 21, 2003, and addressed to: Los Angeles County Department of Public Works, Administrative Services Division, Attention Bill Gomez 900 South Fremont Avenue, Alhambra, CA 91803. Proposers that fail to provide a name(s) will not be allowed inspection of the jobsite.

A copy of the specifications, terms, conditions, requirements, and proposal submittal forms may be obtained at no charge, Monday through Thursday, 7 a.m. to 5:30 p.m., from Public Works' Lobby Cashier, located at 900 South Fremont Avenue, Alhambra, California 91803, or by calling Ms. Marcia Lucero at (626) 458-4044 (se habla Español) to have it mailed.

Upon request, Public Works can provide contract information in alternate formats or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our ADA Coordinator at (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

Contact Name : Marcia Lucero
Contact Phone# : (626) 458-4044
Contact Email : mlucero@ladpw.org
Last Changed On : 3/26/2003 8:52:54 AM

[Back to Last Window](#)

[Back to Award Main](#)

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>Thomason Mechanical Corp.</u>	
<input checked="" type="checkbox"/> I AM NOT <input type="checkbox"/> I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)					
Total Number of Employees (including owners): <u>10,000+</u>					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff
	Male	Female	Male	Female	
Black/African American					
Hispanic/Latino					
Asian or Pacific Islander	INFORMATION NOT AVAILABLE				
American Indian					
Filipino					
White					

III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	INFORMATION NOT AVAILABLE		%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title: <u>Operations Mgr</u>	Date: <u>4-15-03</u>
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